

# Exhibit A



the terms of the settlement and your rights and options in connection with the settlement. **Because your rights may be affected, it is extremely important that you read this Notice carefully.**

**In order to receive money under the settlement, you must sign and timely submit the attached Claim Form to ILYM Group, Inc. at the address, fax number, or email address listed on the attached Claim Form. Alternatively, you may complete and electronically sign the Claim Form online by visiting [www.KerrvilleOvertimeLawsuit.com](http://www.KerrvilleOvertimeLawsuit.com). Your Claim Form will only be deemed timely submitted if it is postmarked or received by email, fax, or electronic signature no later than \_\_\_\_\_, 2020 [the date that is 30 days after sending].**

#### **WHY DID I RECEIVE THIS NOTICE?**

You received this Notice because Defendants' records indicate that, at some point during the time period July 25, 2016 through July 25, 2019 you worked for one or more of the Defendants as a Registered Nurse, Licensed Vocational Nurse, and/or a Certified Nursing Assistant. As such, you are a "Putative Class Member."

#### **WHY SHOULD I READ THIS NOTICE?**

You should read this Notice because you may be entitled to money under the terms of the settlement reached by the parties. This Notice is given pursuant to order of this Court, dated \_\_\_\_\_, granting approval of the proposed settlement in the matter of *Rosario Passmore, et al. v. SSC Kerrville Hilltop Village Operating Co., LLC, et al.*, Case No. 5:18-CV-0782-FB-ESC (the "Action"). The settlement will result in, among other things: (a) a distribution of money to Putative Class Members who elect to participate in the settlement and timely submit a timely claim form ("Class Members"); (b) dismissal of the Action and the release of certain claims against the Defendants and their related entities ; and (c) an award of attorneys' fees and costs. This Notice is designed to inform you of the details of the settlement, and how you can participate in this settlement if you elect to do so.

#### **WHAT IS A COLLECTIVE ACTION?**

A collective action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more plaintiffs commence the lawsuit on behalf of themselves and others who may later choose to opt into the action as party plaintiffs.

### **WHAT IS THIS LAWSUIT ABOUT?**

On July 31, 2018, Plaintiffs filed a collective action against Defendants in the United States District Court for the Western District of Texas (San Antonio Division). Plaintiffs allege that Defendants improperly deducted time from their working time for meal breaks even though they often were unable to take their meal breaks as a result of the demands of their work. As a result, Plaintiffs allege Defendants failed to pay them time and a half of their hourly rates of pay for all hours that they worked over forty in a week. Plaintiffs claim Defendants failed to comply with the requirements of the federal Fair Labor Standards Act and the common law of Texas. The Action seeks damages for these unpaid wages, including overtime wages, liquidated damages, attorneys' fees, and costs.

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendants contend that they complied with the law and properly compensated all employees.

After good-faith negotiations, Plaintiffs and Defendants agreed to settle the Action pursuant to the terms and conditions of the settlement, which are described below. The settlement represents a compromise regarding disputed claims, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the settlement is fair, reasonable, and adequate, and is in the best interests of the parties and the Class Members.

On \_\_\_\_\_, the Court again approved the settlement, which prompted this Second Notice. The Court has made no ruling on the merits of Plaintiffs' and Class Members' claims and has determined only that the settlement is appropriate under federal law.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Under the terms of the settlement, Defendants have preliminarily agreed to pay an amount that will allow you to recover approximately \$\_\_\_\_\_ (less applicable taxes). This amount is based on a formula that takes into account the length of time you were employed by Defendants, your rate of pay, the number of meal breaks for which you were already paid, and the total amount of money each class member earned during the settlement period.

### **Confidentiality**

Under the terms of the settlement agreement, the terms and amount of your settlement may not be disclosed to anyone other than (a) your spouse; (b) professionals engaged to provide you legal advice or tax advice regarding the taxation of this payment; and (c) if required by legal process. If you disclose the terms or amount of this settlement to your spouse or legal or tax professional, they must first agree to keep the terms and amounts of this settlement confidential.

### **HOW DO I MAKE A CLAIM AND GET A PAYMENT?**

In order to participate in the settlement and receive your settlement payment, you must complete and timely submit a Claim Form. A copy of your Claim Form is attached to this Notice.

In order to receive money under the settlement, you must sign and timely submit the attached Claim Form to ILYM Group, Inc. at the address, fax number, or email address listed on the Claim Form. You may also complete and sign the Claim Form online at [www.KerrvilleOvertimeLawsuit.com](http://www.KerrvilleOvertimeLawsuit.com). Your Claim Form will only be deemed timely submitted if it is electronically signed, postmarked, email-received, or fax-received no later than \_\_\_\_\_.

### **WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?**

You will likely receive your settlement payment within approximately 60 days of submitting your Claim Form, provided there are no unforeseen delays.

### **IS THE SETTLEMENT PAYMENT TAXABLE?**

One-half of the amount paid will be taxed as wages (the "Wage Portion"); all usual and customary taxes required by law will be withheld and a W-2 be will issued for that portion of the settlement amount. You will receive a Form 1099 for the other half of the payment (the "Non-Wage Portion"). To ensure that the proper taxes are withheld, you will need to return IRS forms W-4 and W-9 to ILYM Group, Inc. at the address, fax number, or email address listed on the Claim Form. Those IRS forms are enclosed with this Notice. You are solely responsible for your own tax obligations. You may want to seek the advice of a tax professional if you have any questions.

**WHAT AM I GIVING UP IF I PARTICIPATE IN THIS SETTLEMENT?**

In order to participate in the settlement, you must opt into this Action and agree to the release of claims described in your Claim Form. By agreeing to the release and submitting the Claim Form, you are giving up your right to bring certain claims.

The release states that if you return the Claim Form and accept your portion of the settlement, you are fully releasing and discharging SSC Kerrville Hilltop Village Operating Co., LLC, SSC Kerrville Edgewater Operating Co., LLC, and SSC Kerrville Alpine Terrace Operating Co., LLC and their past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not they are wholly owned), together with the directors, officers, employees, agents, and attorneys of any of them (the “Released Parties”) from any wage and hour claims of any type, including any claims under the FLSA or any state or local law pertaining to wages or wage payments, and any other claim for any type of wages, as well as any related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses and interest that you may have as of the date of [the Effective Date of the Supplemental Settlement Agreement]. However, signing and returning the Claim Form does not in any way affect any other claims, demands, or causes of action that you may have against the Released Parties.

**WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?**

If you want to exclude yourself from the settlement, do not submit a Claim Form. Only persons who submit a Claim Form will be bound by the settlement. However, if you do not timely submit a Claim Form and opt into this Action, you will not receive any payments under the settlement in this Action.

**WHERE CAN I FIND ADDITIONAL INFORMATION?**

This Notice is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may refer to the detailed Settlement Agreement, which may be requested from Plaintiffs’ Counsel or Defendants’ Counsel at the contact information listed below.

If you have any questions, you can contact Plaintiffs’ Counsel, Edmond Moreland, at 512-782-0567 or [edmond@morelandlaw.com](mailto:edmond@morelandlaw.com), or Defendants’ Counsel, Stephen J. Quezada, at 713-

655-5772 or [stephen.quezada@ogletreedeakins.com](mailto:stephen.quezada@ogletreedeakins.com), or ILYM Group, Inc. at the address, fax number, or email address listed on the attached Claim Form.

**PLEASE DO NOT WRITE OR CALL THE COURT OR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**

DATED: \_\_\_\_\_.

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
(SAN ANTONIO DIVISION)